

EXHIBIT B

OPERATING PLAN

1) INTRODUCTION.....	2
2) RESPONSIBILITIES.....	2
A) CONCESSIONER	2
B) AREA	2
3) GENERAL OPERATING STANDARDS AND REQUIREMENTS.....	3
A) SCHEDULE OF OPERATIONS.....	3
B) RATE DETERMINATION AND APPROVAL PROCESS.....	3
C) PURCHASING	4
D) EVALUATIONS.....	4
E) GENERAL POLICIES.	6
F) HUMAN RESOURCE MANAGEMENT	7
4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS.....	9
A) FOOD AND BEVERAGE SERVICE	9
B) MERCHANDISING	11
C) INTERPRETIVE SERVICES	13
D) KENNEL OPERATIONS	13
E) UNDERGROUND OPERATIONS	15
F) INTEGRATED PEST MANAGEMENT (IPM)	16
5) REPORTING REQUIREMENTS	17
A) AREA REPORTS	17
B) CONCESSIONER OPERATIONAL REPORTS	17
C) CONCESSIONER OPERATIONAL REPORTS - BY SPECIFIC OPERATION	18
D) CONCESSIONER REPORTS - SUMMARY	19
6) UTILITY RESPONSIBILITY	20
A) CONCESSIONER	20
B) NATIONAL PARK SERVICE.....	20
7) RISK MANAGEMENT.....	20
8) PROTECTION AND SECURITY	21
A) LAW ENFORCEMENT	21
B) FIRE PROTECTION	21
C) EMERGENCY MEDICAL CARE.....	21
9) PUBLIC RELATIONS.....	22
A) REQUIRED NOTICES	22
B) ADVERTISEMENTS AND PROMOTIONAL MATERIAL	22
10) VOLUNTEERS IN PARKS (VIP) PROGRAM	23
11) VISITOR CENTER PRE-OPENING PROCEDURES	23

1) Introduction

This Operating Plan between _____ (herein referred to as the “Concessioner”) and the National Park Service (herein referred to as the “Service”) will serve as a supplement to the Concession Contract CC-CAVE001-08 (referred to as the “Contract”) Carlsbad Caverns National Park will be referred to as “Area” and the United States Department of the Interior is referred to as “DOI.” The Plan describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within the Area, which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will control.

This Plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Carlsbad Caverns National Park.

Any revisions must be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) Responsibilities

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- 1) Has the authority and the managerial experience for operating the authorized concessions facilities and services within the Area;
- 2) Will employ a staff with the expertise and training to operate all services authorized under this Contract;
- 3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- 4) Has the responsibility for implementing the policies and directives of the Service.

B) Area

The Superintendent has responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- 1) Evaluation of Concessioner services and facilities;
- 2) Review and approval of methods and rates charged for all commercial services; and,
- 3) Review and approval of modifications to facilities.

The Superintendent will provide a current personnel list to the Concessioner with all appropriate points of contact.

3) General Operating Standards and Requirements

A) Schedule of Operation

- 1) The Area is open 364 days a year, closing only on December 25. The Concessioner must operate on the same days on the schedule set forth in the following table.

Service	PEAK SEASON Memorial Day to Labor Day	OFF SEASON Day After Labor Day to Day Before Memorial Day
Surface Operations		
Restaurant	8 a.m. to 7 p.m.	8 a.m. to 5 p.m.
Gift Shop	8 a.m. to 7 p.m.	8 a.m. to 5 p.m.
Kennel	8 a.m. to 7 p.m.	8 a.m. to 5 p.m.
Vending	24 hours per day	24 hours per day
Mobile Cart	TBD	
Underground Operations		
Gift Shop	8:30 a.m. to 5 p.m.	8:30 a.m. to 3 p.m.
Snack Bar	8:30 a.m. to 5 p.m.	8:30 a.m. to 3 p.m.

- 2) *Proposed Changes.* By April 1st of each year, the Concessioner will submit a written schedule of proposed opening and closing hours of operation for all Concession Facilities for the Superintendent's written approval prior to implementation. The Service will give reasonable notice of any schedule changes that it may initiate.

B) Rate Determination and Approval Process

- 1) *Rate Determination.* The Service will ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector.
- 2) *Merchandise Rates.* Rates for merchandise pricing will be based on a Competitive Market Declaration.
- 3) *Food and Beverage Rates.* The Concessioner will submit rates for food and beverage items in accordance with the current National Park Service Core Menu Guidelines, provided in Attachment A to this plan. After the Concessioner and Service establish an initial core menu, only those core menu items regularly on the menu are subject to comparability analysis. The Concessioner will not include non-core items on the rate requests, but the Service will review those items for menu approval. All menus are subject to Superintendent's approval prior to finalization.
- 4) *Annual Rate Change Requests.* The Concessioner will submit all requests for rate changes in writing, by March 1, to allow for anticipated implementation dates, brochure publication dates and customer notification. Rate requests must comply with current Service guidelines. The Service will evaluate rate requests once per year unless there are extenuating circumstances. The Service will consider alternative rate settings methodology to reflect substantial changes in service quality, expenditures, or required investment.

- 5) *Rate Approval.* The Superintendent will approve, disapprove or adjust rates and will inform the Concessioner within 30 days of the rate request submittal. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.
- 6) *Approved Rate Posting.* The Concessioner will provide all rates for goods and services to visitors upon request.
- 7) *Rate Compliance.* The Area staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year.

C) Purchasing

- 1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- 2) *Discounts.* The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer of the operation.

D) Evaluations

The Concessioner will manage operations and services to ensure the protection of resources, compliance with public health and safety requirements, and provide satisfactory services for the park visitor within the assigned areas of responsibility. The evaluation of facilities and services is a component of the annual overall rating.

The Service or its representatives and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, integrated pest management policies, identified maintenance and operating deficiencies, and visitor satisfaction, concerns and reactions.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Service.

- 1) *Periodic Operations Inspections.* The Service will conduct unannounced periodic inspections of Concession Facilities and services to ensure conformance to operational standards. The Service will contact managers at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- 2) *Frequency of Operational Evaluations.* The Service will conduct a minimum of three (3) periodic evaluations for all year-round operations. The number of such periodic evaluations may be reduced by one (1) per year if that facility received in the previous year, an average operational rating of four (4) (out of five (5)) or higher and each Periodic Rating in the current year continues to be four (4) or higher.

3) *Health and Safety Inspections*

- a) Concessioner Safety Inspection. The Concessioner's Safety Manager will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Safety Manager will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
- b) National Park Service Safety Inspections. The Service will conduct a periodic comprehensive safety and occupational health evaluation of all operations and facilities as part of its review of the Concessioner's Risk Management Program. Such inspections will include evaluating Concession Facilities.
- c) Public Health Inspections. The US Public Health Service Sanitarian will conduct unannounced periodic evaluations of the Concessioner's food and beverage facilities.
- d) Food and Beverage Operations. The Concessioner will develop and follow a Hazard Analysis Critical Control Point ("HACCP") Plan, consistent with the current Food Code published by the US Public Health Service, which is available from the Service upon request.

4) *Fire Inspections*

- a) The National Park Service. The Service will conduct fire safety inspections at its discretion over the course of the contract term.
- b) Fire Drills. The Concessioner will participate in the routine fire drills held by the Service and as required by its Risk Management Plan.

5) *Visitor Comments.* In order to initiate responsive visitor comments, the Concessioner will make Superintendent-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall experience. The Concessioner must have an adequate inventory of comment cards is available at appropriate locations within the facility.

- a) The Concessioner will investigate and respond to all visitor complaints regarding its services. The Concessioner will provide a copy, upon receipt, of all visitor comments that allege misconduct by concession employees, pertain to the safety of visitors or other park employees, or concern the safety of park resources.
- b) The Concessioner will forward to the Superintendent, by the 15th day of each month, a summary of all comments and complaints received on comment cards or any other form of documentation.
- c) The Concessioner will forward to the Superintendent, by the 15th day of each month, a summary of all responses to all comments and complaints received on comment cards or any other form of documentation.
- d) The Service will forward to the Concessioner any comments and complaints received regarding the Concessioner's facility or services. The Concessioner will investigate and make an initial response to any complaints within 48 hours. The

Concessioner will forward a copy of responses to the Superintendent, and a copy of any Service response will be forwarded to the Concessioner.

- 6) *Environmental Audit.* The Service has established a Concessioner Environmental Audit System to facilitate Concessioner compliance with applicable environmental requirements; implementation of best management practices; promotion of sound environmental practices; and awareness and accountability for environmental management. The scope of the audit includes applicable federal, state and local laws and regulations, applicable DOI and National Park Service policies and regulations, and other criteria as contained within the current National Park Service Environmental Audit Program Operating Guide and Concession Environmental Audit System (CEAS) Guide. Audits will be conducted at least every five years.
- 7) *Annual Performance Evaluation.* The Superintendent will prepare the Concessioner's annual performance evaluation. The Concessioner will meet with the Superintendent and his/her representative(s) to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

E) General Policies

- 1) *Facilities Use.* The Concessioner may not use the Concession Facilities for activities or services that do not directly and exclusively support contractual services authorized by this Contract without written permission from the Service.
- 2) *Smoking Policy.* The Concession Facilities are designated as non-smoking.
- 3) *Lost and Found.* Any lost items turned in to the Concessioner or found by concession employees must be turned in to the visitor center information desk as soon as possible, together with the following: where the item was found, by whom, and when. Concession employees must direct visitors who have lost or found items to the visitor center for reporting or to the Area's town office if the visitor center is closed. Area employees, volunteers, and Concession employees may not claim lost and found items.
- 4) *Credit Cards.* The Concessioner will accept credit cards including, at a minimum, MasterCard and Visa.
- 5) *Vehicles*
 - a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment used by the Concessioner will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations.
 - b) Transportation of Employees. The Concessioner must obtain all permits or licenses of state or local governments, as applicable, to conduct employee transportation services and must operate in compliance with all applicable federal, state and local regulations. The Concessioner will ensure that vehicles used to transport employees receive periodic safety inspections and that any necessary repairs are performed immediately.
 - c) Concessioner Parking. The Concessioner and its employees will only use Service-approved designated areas to park and store vehicles and equipment in a safe,

organized manner. This area will be limited to the paved area designated by the Superintendent. There will be no parking behind the visitor center at any time.

- d) Identification. The Concessioner will discreetly identify its vehicles with the company name and logo.
- 6) *Interaction with Wildlife*. The feeding of wildlife within the Area is not permitted. The Concessioner will not encourage nor inadvertently facilitate the feeding of wildlife at any facility within its land assignment by displaying food, such as popcorn and bread, in such a manner that may imply approval of the feeding of wildlife. The Concessioner will completely control and contain all food supplies and waste materials and containers, within the Concession Facilities, in order to avoid attracting wildlife.
- 7) *Signs and Labels*
 - a) The Concessioner will install, maintain, and replace all interior signs relating to its operations and services within Concession Facilities. Examples include the Concessioner's operating services and hours, rules or policies, and identifying location of facilities. The Concessioner will not use signs until the Superintendent has approved them.
 - b) The Service will provide direction and assistance to the Concessioner as the latter designs and installs signage that is the Concessioner's responsibility.
 - c) The Concession will ensure that all signs will be professionally made, not hand-printed.
 - d) The Concessioner will label all merchandise clearly labeled with the selling price. Identical items may be marked by display area, rather than on each item.
 - e) Pricing labels may not conceal country of origin if foreign made.

F) Human Resources Management

- 1) *Employee Identification and Appearance*. The Concessioner will issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. The Concessioner will collect identification cards upon termination of employment or at the end of the season for seasonal employees. The Concessioner will require that all employees wear uniforms or standardized clothing with their personal nametags. At the beginning of this Contract, the Concessioner will obtain the Superintendent's approval of the uniforms before issuing them to employees. Thereafter the Concessioner will obtain the Superintendent's approval for any changes prior to making the changes.
- 2) *Check-in and Check-out Procedures*. The Concessioner will implement and utilize a standardized check-in and check-out system for every employee. The use of an automated time-clock system is encouraged.
- 3) *Employee Hiring Procedures*
 - a) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year. The Concessioner will attempt to offer its employees a full work week whenever

possible. Prior to employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

- b) Drug-free Environment. As part of its obligation to maintain a drug-free workplace environment, the Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. The Concessioner will ensure that those employees who are in safety sensitive positions, such as shuttle bus operators participate in random drug testing. Should any illegal drug use occur within the Area, the Concessioner must promptly report it to the Superintendent.
 - c) Driver Requirements. Drivers of delivery trucks or passenger carrying vehicles will have a valid State of New Mexico operator's license for the size and class of vehicle being driven.
 - d) Service Employees. The Concessioner will not employ in any status a Service employee, his/her spouse, or minor children of Service employees without the Superintendent's prior written approval.
- 4) *Training*
- a) Training Program Outline. Each year, by April 1, the Concessioner will provide the Service with an outline of its employee training program.
 - b) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Service regulations and requirements that affect their employment and activities while working at the Area.
 - The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public.
 - As part of orientation, the Concessioner will provide adequate time for the Service to present Concessions Regulations and Service policy to Concessioner employees and managers.
 - The Service may provide additional orientation training to managers emphasizing the operational review program on an as-needed basis.
 - c) Safety. The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
 - d) Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the US Public Health Service Food Code.
 - e) Environmental and Risk Management. The Concessioner will provide appropriate training in environmental and risk management to employees. This training must include evacuation plans, emergency lighting, and fire reporting procedures. The training also must include at least one fire drill. The Concessioner will have a qualified environmental professional on its staff to address environmental management, Integrated Pest Management (IPM) and other associated issues.

- f) National Park Service Training. The Concessioner will encourage employees to attend any Service-sponsored training relating to concession operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Superintendent.
- g) Employee Handbook. The Concessioner will provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the Service. A copy of all employee handbooks will be provided to the Service for a 30-day review prior to distribution to employees. A current copy will be forwarded to the Service annually prior to April 1.

4) Specific Operating Standards and Requirements

The Concessioner will provide all services in a consistent, quality manner. The standards, provided by the Service, are considered service minimums and the Service expects the Concessioner to exceed these standards. The Concessioner will monitor and evaluate their operations to ensure that quality standards are met.

A) Food and Beverage Service

1) Food.

- a) Pricing. All menus will maintain a price range that accommodates the general range of Area visitors.
- b) Menu. The Concessioner will develop an initial menu within 120 days of the effective date of this contract, and update it annually prior to April 1 of each year. The Concessioner will not offer the initial menu, an updated menu, or any new menu items at any time prior to approval by the Superintendent in writing. The Concession Facilities will have a limited grease trap and limited cooking capability and as such all menu items will be approved or not approved based on this constraint, and in consultation with the Service's public health consultant.
- c) Surface Operations. The Concessioner will offer a range of food that provides for a wide variety of visitors, including vegetarian entrees, heart healthy entrees, light eater's entrees, and options for children. The Concessioner will follow the Service Core Menu Guidelines (Provided as Attachment A to this Plan). In addition, the Concessioner will offer prepared sandwiches and similar foods for the convenience of customers seeking grab and go menu offerings.
- d) Outdoor Dining: If the Concessioner desires to use the outside dining area, it will develop a plan for such use and submit it to the Superintendent for review and approval before implementing the plan.
- e) Underground Operations. The Concessioner will offer a range of food that is prepared outside of the Cavern, intended for quick refueling and not as a meal or entrée. The Concessioner may use microwaves. Any items sold by the Concessioner must have a low "throwability" factor (not easy to flick, throw, or drop in the Cavern).

2) Beverages.

- a) The Concessioner will not sell alcoholic beverages.

- b) In the surface operation, the Concessioner will operate at a minimum a soda fountain system and serve hot beverages such as coffee, tea, and hot chocolate.
 - c) In the underground operation, the Concessioner will only offer a variety of pre-packaged cold beverages including water, sports drinks, soft drinks, and may offer hot beverages such as coffee, tea, and hot chocolate.
- 3) *Vending*
- a) Machine Type. The Concessioner will provide at least one beverage machine and may provide additional machines in the designated area.
 - b) Vending Sources. The Concessioner will locate the vending machines in the designated area and use machines with a design and color that complement the aesthetics of the building and surroundings. The Concessioner must obtain the Service's approval of exterior aesthetics before the machines are placed in Concession Facilities.
 - c) Standards. The Concessioner will keep all machines clean, properly stocked, and in good working condition. Signing on the machine may relate to Park interpretive themes or will be generic in nature. Brand information may only be visible when at the machine. The machines will be adequately illuminated, but will not contribute to night light pollution.
 - d) Out-of-service. The Concessioner will post signs on any vending machine that is temporarily out-of-service.
 - e) Cigarettes. The Concessioner may not offer cigarette vending machines.
- 4) *Mobile Cart*
- a) The Concessioner will locate the Mobile Cart above the Bat Flight Amphitheater in a space specified by the Superintendent.
 - b) The Mobile Cart will be of a design that aesthetically fits with the Area theme and the design will be review and approved by the Superintendent prior to operation.
 - c) The Mobile Cart will sell only bottled water, Adopt-A-Bat packages, bat flight picture CDs, and limited merchandise as authorized by the Superintendent.
 - d) The Concessioner will submit the proposed location, changes to the mobile cart vehicle, location, schedule of operation, and merchandise in writing to the Superintendent by April 1 of each year and await approval before operating the Mobile Cart.
- 5) *Reduction of Service*. During non-peak season, the Concessioner may provide only limited food service, upon approval of the Superintendent. The menu will be adjusted to reflect the limited items available.
- 6) *Management*. The Concessioner will ensure that a manager or other supervisory personnel are present in or near the Concession Facilities during the peak serving hours to respond to visitor and Service questions/concerns.

- 7) *Recycling of Food and Beverage Packaging.* The Concessioner will use and supply bulk condiments to minimize packaging. The Concessioner will sell prepackaged beverages and packaged and pre-prepared food items in recyclable containers.
- 8) *Food Safety Certification.* The Concessioner will have at least one full-time certified Food Safety Manager. The Manager will be certified as a ServSafe Food Protection Manager, or equivalent, by the National Restaurant Association or an equivalent recognized appropriate hospitality association.
- 9) *Product Specifications.* The Concessioner will use the following specifications as a guide when purchasing products to be served at the Area:
 - a) Meat
 - Beef USDA Prime and Choice
 - Pork USDA Number 1
 - Veal USDA Select and Choice
 - Lamb USDA Prime Choice
 - Poultry USDA Grade “A” for all graded fresh or frozen poultry and poultry products as a minimum specification
 - b) Seafood
 - Frozen fish must be a nationally distributed brand, packed under continuous inspection of the US Department of the Agriculture.
 - c) Dairy
 - Eggs Fresh USDA or State Graded “A”
 - Butter USDA Grade “A” (92) Score
 - Cheese USDA Grade “A” for all graded cheeses
 - Milk and Milk Products USDA Grade “A” Fresh
 - d) Produce USDA Grade “A”
 - e) Dry Stores Grade “A” Fancy
 - f) Canned Goods Grade “A” Fancy

B) Merchandising

- 1) *Guideline Compliance.* All retail services will comply with the current guidelines established by the National Park Service “Concessioner Review Policy, Operational Performance Standards” and “Handicrafts, Gifts and Merchandise.”
- 2) *Merchandise Plan.* Under Section 3(d)(3) of this Contract, the Concessioner will develop and implement a Gift Merchandise Plan that reflects the Area’s interpretive themes and incorporate them into the operation of all merchandise areas. The Plan will incorporate environmentally preferable purchasing and environmentally preferred products that the Concessioner will sell to Area visitors. The Plan will be submitted to the Superintendent no later than 120 days after the execution date of the Contract. The Plan will distinguish between activities in the Surface Operation and Underground Operation.

- 3) *General.* The Area's interpretive themes convey the key ideas through which its internationally significant resource values are conveyed to the public. The Concessioner will ensure that most gift merchandise is theme oriented specifically to the Area and the surrounding region, as well as serving the needs of the visiting public, and will incorporate elements of the most current list of Area themes as provided in Attachment B to this Plan.

a) *In the Surface Operation, the Concessioner will:*

- i) Attach, wherever possible and appropriate, informational tags to items offered for sale to show their relationship to Area themes.
- ii) Seek handicraft items representing Area and regional themes, including crafts by local and American Indian artists. Some handicrafts offered for sale will focus specifically on the American Indian tribes indigenous to the region and the Area. Some of the American Indian groups known to have lived in or visited the Carlsbad Caverns area are the Mescalero Apaches, Comanches, Kiowa, Tigua, Isleta, Zia, Hopi, Mansos, Sumas, Piros, and Isleta del Sur Tigua. The Concessioner will physically separate handicrafts from "western goods" that may appear to the visitor to be American Indian in origin. Items of Area interpretive value and general value in natural and cultural education will be prominently displayed.
- iii) Prominently display items that have interpretive and general value relating to natural and cultural education.
- iv) Carry a selection of clothing and other items, including child carrying devices, to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items that represents a range of price and quality levels.

b) *In the Surface Operation, the Concessioner will not sell:*

- i) Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, or items that reflect a lack of concern for the environment or a culture, or items of religious overtones.
- ii) Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
- iii) Plant materials and other natural materials from National Park Service units.
- iv) Fossils or other earth products (such as stalagmites and stalactites or other speleothems).
- v) Animal skins or parts of animals obtained illegally or from threatened or endangered species. These items also may not be incorporated into merchandise or used in displays.
- vi) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- vii) Merchandise that is subject to spoilage and has exceeded the producer's specific "Do not sell after" date.

- viii) Items that may, by their nature, encourage violation of Service and Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, etc. This includes products that can easily be tossed into a Cavern feature such as bite size candy, (M&Ms, Skittles, raisins), chewing gum, etc.
 - ix) Tobacco products.
 - x) Toy firearms.
 - xi) Walking sticks or other objects that could be used to damage a Cavern feature.
 - xii) Items that contain inaccurate or misleading information.
- c) *In the Underground Operation the concessioner will only sell:*
- i) Individually wrapped t-shirts
 - ii) Individually wrapped sweatshirts
 - iii) Postcards and postcard stamps
 - iv) Area-related DVDs
 - v) Flashlights
- 4) *Native American Handicrafts.* The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Native American handicraft items in accordance with Service policy. These records will provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all handicraft items for which it claims exception to franchise fee.

C) Interpretive Services

- 1) *Non-Personal Interpretive Items.* The Concessioner will actively pursue a non-personal interpretive program. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of Area values, and National Park Service goals. In retail and food service facilities, interpretive messages will be included on a variety of items, including hangtags, receipts, menus, placemats, paper cups, and comment cards. The Superintendent will review and approve all interpretive materials prior to public distribution.
- 2) *Locations.* The Concessioner will integrate Area interpretive themes into the interior decor at retail and food service facilities. The Concessioner will include Area interpretive and safety messages in various mediums, including bulletin boards and kiosks within Concession Facilities.

D) Kennel Operations

The Concessioner will board pets on a day-use basis only. The following list includes only the essential items. The Concessioner must provide these items and meet these requirements at all times.

- 1) The Concessioner must provide a minimum of 15 kennel cages, or spaces, in which visitors' pets may be kept, in a variety of sizes to accommodate various pet sizes.

- 2) Pets, as defined in this plan, refer to domesticated cats and dogs; however, the Concessioner at its sole discretion, may accept other caged animals for day boarding.
- 3) *Recordkeeping*. The Concessioner must maintain adequate records and forms to insure proper kennel management. At a minimum, records will include:
 - a) Name, address and telephone number of the pet owner
 - b) In-park agenda (tour time/type) of the owner
 - c) Name of pet and brief physical description or breed
- 4) *Personnel*. Concession employees working in the kennel must be trained and supervised.
- 5) *Kennel Area*. The kennel must be safe, secure, sanitary and conducive to the well being of the boarded pet. The Concessioner must ensure the following:
 - a) Each owner accompanies the pet into the kennel and places the pet in the cage. All pets must be leashed unless in cages.
 - b) The kennel accepts pets in their own carriers, including water bowls, toys and blankets.
 - c) The kennel provides water bowls and fresh water for pets. The kennel does not accept or keep pet food.
 - d) Kennel personnel perform a walk-through of the facility at least once an hour.
 - e) Kennel has cages of various sizes, including some that are large enough for large breeds (e.g. Great Dane or Bullmastiff) to stand up.
 - f) Kennel has frequent fresh air exchange.
 - g) Kennel has adequate lighting to enable kennel personnel to see to the back of cages.
 - h) Kennel has one (1) fire extinguisher by each door.
 - i) Kennel has separate areas for dogs and cats.
 - j) Kennel has an alarm system to alert personnel of significant temperature fluctuations, fire, smoke, or carbon dioxide.
 - k) Kennel personnel assure water in bowls is changed and sanitized after each pet's use.
 - l) Kennel personnel clean and sanitize cages between each pet's use.
 - m) Kennel personnel place at least three (3) clean newspapers in each cage and change them after each pet's use.
 - n) Kennel floors, walls and ceilings are cleaned and sanitized weekly.
- 6) *Environmental Controls*. Concessioner will maintain kennel temperatures between 60 to 80 degrees (measured at cage level).

- 7) *Sanitation.* Kennel cleaning procedures ensure that the environment is free of bacteria and viruses.
 - a) The Concessioner will use EPA approved products.
 - b) No chemicals may come in direct contact with pets.
 - c) The Concessioner will establish Standard Operating Procedures for cleaning schedules.
 - d) The Concessioner will perform an hourly walk-through to minimize contamination to pets and eliminate odors in which:
 - i) All trash will be removed from the kennel
 - ii) Animal waste will be removed and disposed of as solid waste. All products with animals waste must be placed in a plastic bag and sealed before disposing in a designated receptacle.
 - e) The Concessioner will post a list of chemicals used via material safety data sheets.
- 8) *Fire Safety.* The Concessioner must train employees to take proper precautions to insure the safety of pets should a fire break out in the kennel.
 - a) Kennel will have smoke and heat detectors and sprinkler system for fire.
 - b) The Concession will post a floor plan of kennel showing the location of fire extinguishers and sprinkler systems, location of smoke and heat protectors, carbon monoxide monitors and emergency exits.
- 9) *Security.* Door(s) will be secure and locked at all times with a locking system that allows after-hour and emergency access by authorized park personnel.

E) Underground Operations

The Concessioner must conduct food, beverage, and merchandise operations in a manner that is extremely sensitive to the fragile Cavern environment and follow the below operational procedures, at a minimum.

- 1) *Underground Operations Plan*
 - a) The Concessioner will prepare and submit an Underground Operations Plan initially within 30 days of the effective date of this Contract. For the first year of the contract only, the Concessioner may operate the underground food and beverage service without an approved plan for a period not to exceed 60 days.
 - b) By April 1 of each year, the Concessioner will update the Plan and submit it to the Superintendent for review and approval.
 - c) The Underground Operations Plan will address, at a minimum:
 - i. The type and number of equipment used and its hours of operation
 - ii. The selection of merchandise, food, and beverages offered
 - iii. The related preparation, packaging, and storage locations and procedures.

- iv. A description of all other operational logistics associated with the underground operation, including cleaning, and daily opening and closing procedures

2) *Overall Environmental Procedures*

- a) No (or extremely limited) lights or noise after concession operation closes.
- b) Except in emergencies, maintenance and repair in the Underground Operation may only occur between the dates of November 1 to March 31 and after visitor hours.
- c) Minimal use of coolers/freezers.
- d) Maintenance of equipment to prevent dripping water, chemicals, etc.
- e) Cleaning procedures need to be specified and adhered to.
- f) Trash and recyclables will not be left overnight; receptacles must be animal-proof and cleaned regularly.
- g) Additional or replacement tables and displays will be constructed out of plastic or other non-organic materials.

3) *Food Procedures*

- a) Minimal possible volatilized organic matter (odors, lipids, etc)—recent research has identified changes in microbial communities associated with lipids deposited on the Cavern walls around the lunchroom.
- b) Clean up measures developed and enforced to address human health and pests.
- c) No food may be stored in the underground operation except for items contained in the Service-provided storage coolers.
- d) All food and beverage products must be contained and easily moved.
- e) Food will be prepared at the surface operation or off-site and transported in sealed containers.
- f) Supplies must be inventoried, secured and controlled.

- 4) *Merchandise.* The Concessioner must pre-wrap in plastic all clothing for sale to minimize lint accumulation.

F) Integrated Pest Management (IPM)

National Park Service Management Policies require that "...concessioners...on all lands managed or regulated by the National Park Service will comply with Service pest management policies." This program works best when the Service and Concessioner work together toward the common goal of safe and effective pest management.

Integrated Pest Management (IPM) is a decision-making process that manages (reduces) risks to the public, park resources, and the environment from pests and pest-related management strategies. It is based on pest biology, environmental conditions, and available technology. IPM helps prevent unacceptable levels of pest damage by identifying cost-effective methods or strategies that pose the least possible risk to people, resources, and the environment.

- 1) An overview may be found in “Understanding the National Park Service’s Integrated Pest Management Program” available from the Area’s IPM coordinator.
- 2) In consultation with the Service, the Concessioner will prepare a plan for its IPM program that outlines procedures on how the Concessioner will address specific pests. The plan will be submitted to the Service by April 1 of each year and be final when approved by the Service.
- 3) The Concessioner will include in their IPM Plan methods and chemicals that a pest management contractor hired by the Concessioner will use. The plan should include information on chemical pesticides (such as pesticide labels and material safety data sheets) that it anticipates it will use or as unanticipated pest issues arise. The Concessioner will submit this information using an approved form.
- 4) The Concessioner will submit an Integrated Pest Management Report to the Superintendent not later than December 1 of each year. This report will include pests targeted, pesticides used, the location where pesticides were used, and the total amount used and a comparison to the original plan. It will also include any pest eradication activities undertaken by a third party or contractor. The Concessioner and Service will review the IPM Report and update the next year’s plan accordingly on an annual basis.
- 5) Non-chemical pest management methods will be coordinated with the Area IPM coordinator, although formal inclusion in the IPM plan and reports is not required. The Concessioner and employees will adhere to physical and cultural practices that tightly seal buildings and supplies and maintain clean facilities, thereby reducing potential for wildlife becoming pests.

5) Reporting Requirements

A) Concessioner Reports - General

The Concessioner will allow the Service to review supporting documentation for all operational reports upon request.

- 1) *General*
 - a) Management Listing. The local general manager will provide the Service with a list that identifies key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by April 1 of each year.
 - b) Incident Reports. The Concessioner will immediately report to the Service at (505)785-2232 or 911:

- i. Any fatalities or visitor-related incidents that could result in a tort claim to the United States or the Concessioner.
 - ii. Property damage estimated to be over \$300 or any damage to National Park Service property regardless of estimated cost.
 - iii. Employee or visitor injuries requiring more than minor first aid treatment.
 - iv. Any fires.
 - v. Any motor vehicle accidents.
 - vi. Any incident that affects park resources.
 - vii. Any known or suspected violations of the law.
- c) Hazardous or Non-hazardous substance spills. The Concessioner will immediately report spills to the Service at (505)785-2232, or 911.
- d) Human Illness Reporting. Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to Service dispatch. Initial reports may be made by telephone. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. This information, along with other information received, may be inspected by the US Public Health Service Sanitarian.
- e) Survey and Visitor Response Data. The Concessioner will provide to the Service all customer satisfaction data collected by a third party within 14 days of receipt. The Concessioner may not conduct such surveys in the Area without the prior written approval of the Superintendent.
- f) Financial and Operational Statistics. The Concessioner will provide operational statistics and financial information for each revenue-producing outlet in a mutually agreed upon format. (See Section B below.)

B) Concessioner Reports – By Specific Operation

The Concessioner will submit the following operational statistics in a monthly report by the 15th of each month for the previous month's activity. An annual summary report for the prior year will be due by April 1, unless otherwise agreed upon by the Superintendent. This data will be presented in a concise spreadsheet format and be broken out by Surface and Underground operations.

1) Food and Beverage

- a) Weekly revenues
- b) Number of covers served to visitors broken down by breakfast (opening – 11:00 a.m.), lunch (11:01a.m. – 2:00 p.m.), and late lunch/dinner (2:01 p.m. – close) with corresponding revenues by week.

2) Merchandising

- a) Weekly revenues
- b) Weekly revenue by merchandise category (e.g., American Indian handicraft, gifts and souvenirs, apparel). The Superintendent and Concessioner will mutually agree upon merchandise categories to be reported.

- c) Transaction counts by week.
- 3) *Kennel Operations*
 - a) Weekly revenues
 - b) Number of pets utilizing cages, by week.
- 4) *Vending*
 - a) Weekly revenues
 - b) Transaction counts by week

C) Concessioner Reports – Summary

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner per this operating plan. The Contract outlines additional reporting requirements that may not be outlined below.

Title	Schedule	Due Date
Environmental Management Plan	Initial	Within 60 days of the effective date of Contract Execution
	Annually	Not later than April 1 of each year
Management Staff Listing	Annually	Not later than April 1 of each year
Gift Merchandise Plan	Initial	Not later than 120 days after Contract execution
Proposed Hours of Operation	Annually	Not later than April 1 of each year
Food and Beverage Menu for the Surface and Ungrounded Operations	Initial	Within 120 days of the effective date of Contract Execution
	Annually	Not later than April 1 of each year
Underground Operations Plan	Initial	Not later than 30 days after Contract execution
	Annually	Not later than April 1 of each year
Risk Management Plan	Initial	Within 120 days of the effective date of Contract execution
	Annually	Updates due by April 1 of each year.
Training Program Outline	Annually	Not later than April 1 of each year
Visitor Comment reports	Monthly	Within 15 days after the last day of each month
Operational Reports Food & Beverage, Merchandising, Kennels	Monthly	By the 15 th of the following month
	Annually	Not later than April 1 the following year
Integrated Pest Management Plan	Initial	Within 120 days of the effective date of Contract Execution
	Annually	Not later than April 1 of each year
Integrated Pest Management Report	Annually	Not later than December 1 of each year

Note: Per the Contract, the Superintendent from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract.

6) Utility Responsibility**A) Concessioner**

- a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service including telephone.
- b) The Concessioner must make prompt payments of electricity, fuel, refuse collection, telephone, sewage disposal, and water or any other utility or service, whether provided by governmental authority, public or community service company.
- c) The Concessioner must implement electricity and water conservation measures as needed.

B) National Park Service

- a) The Service will provide electricity, water and sewage services, solid waste removal and recycling as available, to the Concessioner Facilities. The Service will charge the Concessioner on a monthly basis for these services in accordance with current regulations and policies.
- b) The Service will bill the Concessioner in accordance with current Service policy, e.g. Special Directive 83-2, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service or comparability, whichever is greater.
- c) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing by December 1 of the rates for the upcoming operating year.

7) Risk Management

- A) *General.* The Concessioner will develop and maintain a Risk Management Program to ensure a safe and risk-free employee and visitor environment under Occupational Safety and Health Act of 1970 and the National Park Service Risk Management Program. The program will include, at a minimum, the following components:
 - i. Management's policy statement, duties, employee's responsibilities, and administration
 - ii. Inspection and abatement
 - iii. Accident investigation and reporting
 - iv. Safety/health committee
 - v. Training
 - vi. Emergency procedures
 - vii. Hazard communication
 - viii. Emergency response plan
- B) *Plan.* The Concessioner will develop and submit a Risk Management Plan within 120 days of the effective date of this Contract, and update and re-submit the plan annually by April 1.

8) Protection and Security

A) Law Enforcement**1) National Park Service**

- a) The Service and Eddy County provides visitor protection.
- b) The Service handles all violations of federal, state, county or National Park Service regulations or policies. The Service may contact State or county officials for assistance in some matters and this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

2) Concessioner Security Personnel

Concession-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms.

B) Fire Protection.

- 1) The Service and Eddy County will provide fire protection to the facility.
- 2) Life safety is the primary consideration with fire prevention and protection the primary approach at all facilities.
- 3) The Concessioner must ensure that all Concessioner-owned equipment meet applicable federal, state and local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable NFPA standards.
- 4) Fire suppression is the primary responsibility of the Service. The primary focus is on the effective prevention of fires and the evacuation of persons from the premises.

C) Emergency Medical Care

- 1) *Emergency.* The Service provides emergency response medical services. The Concessioner will provide first-aid kits and prominently display them for use by Concession employees. Concession Facilities will include personal protective equipment (PPE) for giving CPR.
- 2) *Training.* The Concessioner will allow employees to attend emergency medical training, including CPR and First Response courses.
- 3) *Emergency Reporting Procedures.* The Concessioner will train all of its employees in proper emergency reporting procedures and providing essential information. During regular park operating hours, concession employees should contact park operations who will contact the park law enforcement staff. After hours, concession staff should call 911.

9) Public Relations

A) Required Notices

The Concessioner will prominently post the following notices at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the US Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to: Superintendent, Carlsbad Caverns National Park, 3225 National Parks Highway, Carlsbad, New Mexico 88220-5354.

This is a facility operated in an area under the jurisdiction of the US Department of the Interior.

No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, sexual orientation, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.

Complaints of violations of this prohibition should be addressed to the Director, National Park Service, PO Box 37127, Washington, DC 20013-7127.

B) Advertisements and Promotional Material

1) Promotional Material

- a) Approval. The Concessioner must submit for the Superintendent's review and approval all promotional material prior to publication, distribution, broadcast, etc. The Concessioner will contact the Superintendent well in advance to establish specific timeframes for each project review. The Service may require the Concessioner to remove unapproved promotional material from circulation.
 - b) Changes. Brochure changes and layout will be submitted to the Superintendent for review and approval at least 30 days prior to the planned printing date. The Superintendent will make every effort to respond to minor changes to brochures and other texts within 15 days. Longer periods will be required for major projects or where Service assistance is required to help develop the product. The Concessioner will contact the Superintendent well in advance to establish specific timeframes for each project.
- 2) Statements. Advertisements must include a statement that the Concessioner is authorized by the National Park Service and DOI to serve the public in Carlsbad Caverns National Park.

10) Volunteers in the Park (VIP) Program

The Concessioner will encourage and permit its employees to participate in the Area's Volunteers in Parks (VIP) program.

11) Visitor Center Pre-Opening Procedures

After the effective date of this contract, the Service and the Concessioner will develop Visitor Center Pre-Opening Procedures.

Effective _____, 20__

By: _____

Superintendent, Carlsbad Caverns National Park

Exhibit B Attachments

Attachment A: Core Menu Guidelines

Attachment B: Interpretive Themes

ATTACHMENT A

Core Menu Guidelines

INTRODUCTION

The Core Menu Rate Approval concept has been developed to provide a more fluid and professional procedure for approving food and beverage rates for park concessioners. In the past the establishment of comparable rates for food and beverage operations required more in-depth analysis by the National Park Service than other services. This was due to the overall complexity and multiple variables that are a part of the food and beverage industry.

In recognition of the cumbersome approach required to properly address the establishment of appropriate menu rates, format and content using the direct comparability (full review) method, the concept of establishing a core menu has been developed as an **option** for use by NPS concessions management officials. The determination to use and continue using the core menu method is one that should be determined from consultation and agreement between the park and concessioner. If factors surface such as the level of agreement between the park and concessioner or other factors considered significant to the overall quality and integrity of the process, the park has the responsibility and authority to divert back to the use of the full review process of rate approval.

ESTABLISHING COMPARABLES UTILIZING THE CORE MENU REVIEW METHOD

The knowledge of the park staff and concessioner can be utilized to help locate appropriate businesses. These businesses should be located in the same geographic region of the concession facilities. Concessioners may recommend potential comparable facilities/services, however final selection of comparables rests with the park superintendent.

(a) Selection Factors

Competition is the only selection factor that must be considered and those food establishments being considered as potential comparable must have at least two or more competitors. Special screening and consideration factors, such as similar services, facility and clientele, may also be established by the park to help evaluate the similarities of the establishments being considered.

Parks need to pay special attention to those food establishments that are clustered in an area or location, such as resorts, where demand exceeds availability and rates are higher than those found in more competitive areas.

(b) Collection of Data

Once the comparables are selected, the core menu process permits the development of the core menu. All that is required at this point is the acquisition of the comparable's menus.

CORE MENU DEVELOPMENT

The basic core menu should be developed before the comparability review is conducted. The core menu is intended to identify those specific food categories and items that are standard on the comparable menus and that should be reflected on the concessioner's menu.

The core menu should be developed locally and should be representative of the needs and expectations of the park visitors in that specific area. It should include a predetermined number of popular food and beverage selections. These selections cover food categories such as entrees (beef, fish, fowl, pork, vegetarian, etc.), beverages, desserts, salads, appetizers, etc. and items that are regionally expected and offered in similar facilities. The basic core menu is established when the above are documented. Core menu application is not appropriate for activities that include food as part of a package deal such as river running, mountain climbing, and backcountry operations.

Non-Core Menu Items

After the core menu items have been established, the concessioner is permitted to add additional items to the core menu without the need for a detailed park analysis. However, the rates for these additional items must still be established within the philosophy and concept of comparability and recognition of the market. The concessioner is charged with the responsibility for setting non-core rates consistent with the established comparables. If the park questions rates of non-core menu items, the concessioner should be prepared to justify the rates set and show how the rates were determined.

IN SITUATIONS WHERE THE CONCESSIONER DOES NOT DEMONSTRATE REASONABLE SENSITIVITY TO THE COMPARABLE MARKETPLACE, THE PARK HAS THE OPTION TO RETURN TO THE DIRECT FULL REVIEW COMPARABILITY METHOD OF RATE APPROVAL.

By Federal law the National Park Service is required to approve all concessioner services, products, and rates. The National Park Service will not normally take any action beyond review and acknowledgment of the non-core menu rates and portions if the concessioner uses a positive approach in establishing sensitive rates. With an appropriate core menu it should not be necessary for the park to be concerned with minor or subtle pricing variations in the remainder of the menu. The core menu meets the NPS responsibility for meeting the requirements of the law by furnishing appropriate rates to the public while providing added flexibility and opportunity for creativity to park concessioners and ease of management to the National Park Service.

RATE APPROVAL PROCESS

Before prices are approved, an approval and agreement of the actual menu format and content must be established to ensure appropriate identification and menu placement of those core items.

The following outlines the details on how to structure and manage food and beverage rate approvals through utilization of the Core Menu Rate Approval process.

A. Type of Food Services

When the rate review is conducted, the type of food service will be identified. Some examples of service types usually found in parks are:

- **Full Service Restaurants** - This category includes restaurants ranging from small casual facilities with limited menus and table service to large formal gourmet operations that offer extensive and elaborate services and menu selections. Often, food service facilities in parks fall between these two extremes and similar comparables should be used. While the comparable or

the concessioner may provide singular service styles or different food options, it is important that the primary service style and menu be similar. For example, either may offer occasional buffets, seasonal features, traditional selections of the immediate area, or package plans in conjunction with lodging or other promotions, but the standard menu and service style should be similar.

- **Coffee Shops** – Usually more limited menu/sit-down and take-out food service operations.
- **Cafeteria** - This includes operations that permit the customer to view and select from individual a-la-carte items as they pass through a serving line. The items are usually individually priced. A cafeteria usually offers specials that may provide a lower overall price when a set number or selection of items is chosen.
- **Fast Food & Snack Bar** – May be table or counter service / walk up or waited / limited menu / eat-in or take-out/ usually counter service/limited menu.
- **Gourmet Fine Dining /Specialty/Limited/Ethnic-** Operations that have been established for catering to special food service needs (i.e., special selected and prepared items that may only meet the interests, needs and requirements of a small number of the general public). These operations are often located in parks which also offer standard food service; however, there may be a few situations where this may be the only service type offered by the park. A menu item from this type of facility may also be found on the other standard types of menus.
- **Other Facilities** - These can be take out, limited seating, or prepared food service operations in a setting such as a grocery store, service station, or other environment where prepared food is not the primary product offered.

B. Determine the Core Menu Rates

The process by which the core menu is developed has been discussed above. After the core menu is established the approval of rates should be relatively simple using the originally selected comparables. You may simply average the core menu item rates on the comparable menus and use that average as the approved rate. It is unacceptable to establish rate ranges and then approve only the high-end rates for menu items. The rate review process combined with the core menu concept produces an inventory of similar items at similar prices.

The core menu should also be reviewed to verify that selections of a national interest or expectation and items required for normal health considerations are included. Examples include salads, low calorie/low fat selections, grilled or baked fish and chicken selections, pastas, vegetables, etc. Local and regional selections are usually limited. The comparables menus can be used for approving the special needs and local/regional item rates.

Other items made available outside of the core menu do not usually require a significant level of review, but even with the core menu concept it is still necessary for the National Park Service to grant approval for non-core rates. This approval does not denote anything other than the recognition of the type of items on the menu. This is important to ensure that the configuration of the total menu is acceptable and that the park knows basic data of portions and rates. The additional menu offerings permit the concessioner the opportunity to be innovative. It also provides a reasonable means of merchandising without the need for item by item NPS comparability. It retains the visitor's ability to have a reasonable selection of items (core menu) at comparable rates.

The following sample outlines the Core Menu Rate process for a full-service restaurant. Other types of food service operations may be of a different size and have different types of menus and menu items, but the **Core Menu Rate process should include the following:**

Concessioner has requested a rate increase. The concessioner's proposed rates and menu items are a matter of record at this point.

The first step to take is to review the menus of the selected comparable's and identify those **food categories** that are generally found on each. Some specifics that *may* be included are:

B) Menu Layout	C) Other
Appetizers	Children's menus
Salads and soups	Senior citizen menus
A-la-carte items	Alcoholic beverage menus
Entrees	
Sandwiches	
Desserts	
Beverages	

Where applicable, these categories will be included for each meal period being reviewed (breakfast, lunch, and dinner).

Next, review the menus of the established comparables and identify those **food types** that are made available by most of the comparables (fish, fowl, pork, beef, pastas, diet, etc). Confirm that similar food types are on the core menu.

After establishing the food types, then you need to identify the actual **food items** in the core menus. These items are routinely found on the majority of the comparable menus. Some portion sizes and special feature information should be collected for general reference. Other than those items that are typically described at a certain portion size on the menu (more often selected meat cuts, soups, beverages, etc.), the approval of core and non-core items do not have to be tied to specific portions. The concessioner should have some leeway, especially on side dishes, to be creative in presentations and combinations. Adequate portion sizes must be provided by the concessioner. Failure on the part of the concessioner to provide reasonable portioning will result in an "A" deficiency on the operational periodic review.

Exhibit 1 reflects examples of food items that are found on most menus for each meal.

Attention should be given to selections of national interest or expectation and items necessary to satisfy normal health considerations. These should be included on the core menu even if not found on the comparable menus.

The last food item(s) to be added to the core menu are those items that are considered local or regional or those that meet the park's theme. There are usually only a few items of this type. While desirable, these items are not essential. They may be represented as a part of the non-core menu development by either the concessioner or the park.

The following are examples of food items that are usually found on most menus for each meal. This listing is not intended to imply that these specific items are mandatory. The actual list will likely be larger. Portion sizes and special features should also be observed and recorded at this point. They may be used for comparison purposes later.

Breakfast:

Juice (selection of two to three)
Eggs (Any Style) Grade-A Large
Bacon (three strips) or Sausage (two patties)
Grits or Potatoes

Toast or Biscuits
6" Pancakes (2-3)

A-La-Carte
Hash Browns
Grits
Order of Toast (2-slice) w/butter and jam
Bacon (3 slices)

Coffee (Decaf and Regular)

Lunch:

Soup
Cup (8 oz)
Bowl (12 oz)
Garden Salad (1 to 1.5 cups mixed greens, tomato, onion, etc.)
Hamburger (6 oz) (lettuce, tomato, onion, mayonnaise, etc. on sesame seed bun)
Served with Fries

Fish Sandwich (5oz. Natural filet) (lettuce, tomato, onion, mayonnaise, etc. on sesame seed bun)/served with Fries (4 oz.)

Dessert

Soft Drinks (12 oz. Free refills) (both regular and diet)

Dinner:

Fried Mushrooms (4 oz)

Soup

Cup (8 oz.)

Bowl (12 oz.)

Garden Salad (1-1.5cups mixed greens, tomato, onion, etc.)

Tuna Salad (6 oz. Tuna on mixed greens w/tomato and egg slices

Strip Steak (12 oz. USDA Choice), served with choice of potato, garden salad, bread and butter

Dessert

Soft Drinks (12 oz. – Free refills) (both regular and diet)

ATTACHMENT B
Interpretive Themes
Statements of Significance

- Carlsbad Caverns National Park, universally recognized as a World Heritage site, contains the deepest limestone cave in the United States and the largest easily accessible cave room in the world.
- Carlsbad Cavern, one of more than 100 caves in the park, reveals surprisingly huge chambers and formations unsurpassed in variety and beauty.
- Lechugilla Cave contains some of the world's most spectacular speleothems, including features found nowhere else in the world.
- The caves of Carlsbad Caverns National Park have been formed through the process of sulfuric acid dissolution, a distinctly different process from most caves in the world.
- Carlsbad Caverns National Park provides a sanctuary for an easily viewed, world-famous colony of Mexican free-tailed bat species, some of which are rare and endangered.
- Carlsbad Caverns National Park preserves one of the best exposures of Permian-aged fossil reefs in the world.
- Remarkable new species of microbes continue to be discovered in the caves of Carlsbad Caverns National Park, offering great potential for research and understanding.
- The nature and extent of water-created cave formations found just beneath this desert landscape provide opportunities to understand past and present climates here, including Pleistocene-era environments.
- Carlsbad Caverns National Park protects a wide range of important fossil resources, including one of the continent's most diverse assemblages of undisturbed Pleistocene fauna.
- Carlsbad Caverns National Park protects a significant intact portion of the Chihuahuan Desert ecosystem, one of the most biologically diverse desert ecosystems in North America.
- Over 75% of Carlsbad Caverns National Park is federally designated as Wilderness where visitors can experience a natural sound environment, Class I air quality, clear night skies, expansive vistas, and opportunities for solitude.
- The cultural resources of the park include two National Register historic districts, 30 historic structures, the Rattlesnake Springs cultural landscape, and nearly a million museum objects, reflecting enduring and diverse use of this desert landscape.
- Carlsbad Caverns National Park protects more than 200 surface and subsurface pictographs, including examples of rock art which are unusual in the deep-cave dark zone.
- Thirteen Native American tribes have longstanding and ongoing relationships with the landscape that is now Carlsbad Caverns National Park.
- Surrounded by desert, Rattlesnake Springs is an important riparian area and is populated by a rich diversity of birds, including neo-tropical migrants.

Primary Interpretive Themes

A — Phases in the speleogenesis of Carlsbad Caverns National Park—a living reef, uplifted limestone, cavern formation, cave decoration, and the current condition—all invite exploration of a 250-million-year process that has resulted in one of the wonders of the natural world.

B — The continuing discovery and study of organisms found in Carlsbad Caverns National Park, such as the Mexican free-tailed bat colony of Carlsbad Cavern and the “microbial forest” of Lechuguilla Cave, invite greater understanding of how seemingly inconsequential, little-understood life-forms play significant roles in natural processes and affect our lives.

Partial list of topics related to this theme:

- Scientific knowledge versus common myths regarding bats

C — The largely intact natural and cultural resources of the Chihuahuan Desert in Carlsbad Caverns National Park reveal how plants, animals, and people have adapted to this arduous environment.

Partial list of topics related to this theme:

- Riparian zone resources
- 75% of Park is designated as Wilderness
- Pleistocene fossil resources

D — The relationship between the diverse surface environment and world-class underground wonderland of Carlsbad Caverns National Park provides unique opportunities to explore the sometimes surprising interconnections and interactions of these two seemingly disparate worlds.

E — The historical and ongoing discoveries at Carlsbad Caverns National Park exemplify the innate human desire to overcome challenges and explore new frontiers.

F — The ongoing story of resource preservation and development at Carlsbad Caverns reveals how humans value and showcase heritage and continue to learn how to protect it.

Partial list of topics related to this theme:

- Cave management practices at Carlsbad Caverns are being adapted and adopted world-wide.